



# COUNTY OF LOS ANGELES

## DEPARTMENT OF PUBLIC WORKS

*"To Enrich Lives Through Effective and Caring Service"*

900 SOUTH FREMONT AVENUE  
ALHAMBRA, CALIFORNIA 91803-1331  
Telephone: (626) 458-5100  
www.dpw.lacounty.gov

DONALD L. WOLFE, Director

March 20, 2007

ADDRESS ALL CORRESPONDENCE TO:  
P.O. BOX 1460  
ALHAMBRA, CALIFORNIA 91802-1460  
IN REPLY PLEASE  
REFER TO FILE: PD-8

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, CA 90012

Dear Supervisors:

**AMAR ROAD FROM AILERON AVENUE TO BRENTWOOD DRIVE  
MEDIAN LANDSCAPING IMPROVEMENT  
PROPOSED CITY OF WEST COVINA-COUNTY COOPERATIVE AGREEMENT  
AUTHORIZE APPROPRIATION ADJUSTMENT AND APPROVE CAPITAL PROJECT  
CAPITAL PROJECT NO. 86828; PROJECT I.D. NO. RDC0014815  
SUPERVISORIAL DISTRICTS 1 AND 5  
3 VOTES**

**JOINT RECOMMENDATION WITH THE CHIEF ADMINISTRATIVE OFFICER THAT  
YOUR BOARD:**

1. Find that the project to construct raised medians, install landscaping and an irrigation system, restore pavement striping and markings, and construct a catch basin and connector pipe within the proposed raised medians on Amar Road from Aileron Avenue to Brentwood Drive, which is jurisdictionally shared between the City of West Covina and the County, is exempt from the provisions of the California Environmental Quality Act (CEQA).
2. Approve and instruct the Chairman of the Board to sign the cooperative Agreement with the City of West Covina for the project. The Agreement provides for the County to perform the preliminary engineering for the improvements and administer the construction of the project with the City and the County to finance their respective jurisdictional shares of the project cost. The total cost of the project is currently estimated to be \$1,454,000 with the City's share being \$227,000 and the County's share being \$1,227,000. Included as part of this Agreement as Exhibit A is a maintenance Agreement for the landscaping improvements to be constructed by the County that provides for the County to maintain these improvements at its expense.

3. Approve Capital Project (C.P.) No. 86828 scope of work and total project budget of \$1,454,000, and authorize the Director of Public Works to carry out the project.
4. Approve the enclosed Request for Appropriation Adjustment, transferring \$192,000 from C.P. No. 77500, Various First District Roads–Medians to C.P. No. 86828 for the Amar Road from Aileron Avenue to Brentwood Drive Median Landscaping Improvement Project.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

Approval of the recommended project scope will make the C.P. No. 86828 funds available and allow Public Works to proceed with the construction of the project.

The County proposes to construct raised medians, install landscaping and an irrigation system, restore pavement striping and markings, and construct a catch basin and connector pipe within the proposed raised medians on Amar Road from Aileron Avenue to Brentwood Drive, which is jurisdictionally shared between the City of West Covina and the County. The project, which will be built by a contractor hired through a competitive bidding process, will result in seven landscaped medians. The estimated square footage of the improvement is 31,800 square feet and over 3,300 plants will be planted. The design of this project includes drought-tolerant landscaping in keeping with the intent of your Board's new sustainable design policy.

The City of West Covina has agreed to fund \$227,000 of the estimated project cost. Your Board's approval of the cooperative Agreement is necessary to accept the delegation of responsibilities from the City of West Covina and to formalize the cooperative financing of the project (Enclosure A). Section 1803 of the California Streets and Highways Code provides that the Board of Supervisors of the County may enter into contracts or agreements with the legislative body of any city for the purposes of more efficient construction or repair of streets and roads within the city. This proposal is also authorized and provided for by the provisions of Section 6500, et seq. of the Government Code.

Design of this project has been completed and funded by the Public Works Road Fund. We are recommending an increase in appropriation for C.P. No. 86828 by an additional \$192,000, for a total appropriation of \$1,192,000, of which an estimated \$227,000 will be offset with revenue from the Road Guarantee Trust Fund. The subject revenue will be provided by the City of West Covina to finance its jurisdictional share of the project costs, pending approval of the cooperative Agreement as per Recommendation No. 2, herein.

### **Implementation of Strategic Plan Goals**

These actions meet the County Strategic Plan Goal of Service Excellence by enhancing the aesthetics of Amar Road from Aileron Avenue to Brentwood Drive.

### **FISCAL IMPACT/FINANCING**

The total estimated cost of the project of \$1,454,000 includes \$262,000 for design services completed earlier this fiscal year. C.P. No. 86828 is currently budgeted at \$1 million and approval of the recommended actions will allow for an appropriation adjustment of \$192,000 from C.P. No. 77500 to complete the required project funding. The adjusted C.P. No. 86828 appropriation will be \$1,192,000. C.P. No. 77500 includes sufficient appropriation to fund the proposed budget adjustment. The recommended appropriation adjustment is included in Enclosure B.

In addition, \$227,000 of the revised C.P. budget will be offset with revenue from the Road Guarantee Trust Fund generated by the City of West Covina's deposit to finance its jurisdictional share of the project costs as approved in the Agreement recommended herein between the City of West Covina and the County of Los Angeles.

Therefore, the net County cost of this project is estimated at \$965,000. The Project Schedule and Budget Summary are included in Enclosure C.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

Your Board's approval of the Capital Project is required to authorize the expenditure of the Capital Project funds for this project.

The Agreement provides for the County to perform the preliminary engineering for the improvements and administer the construction of the project with the City and County to finance their respective jurisdictional shares of the project costs, and for the County to maintain the landscaping improvements at County expense. The Agreement has been reviewed and approved as to form by County Counsel and has been executed by the City of West Covina.

**ENVIRONMENTAL DOCUMENTATION**

CEQA requires public agency decision makers to document and consider the environmental implications of their actions. The proposed project is categorically exempt pursuant to Class 1(x), Subsections 10, 14, 19, and 22 of the County Environmental Guidelines adopted by your Board on November 17, 1987, and Section 15301(c) of the CEQA guidelines.

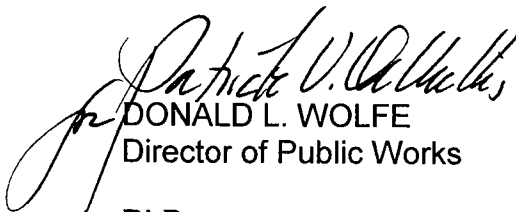
**IMPACT ON CURRENT SERVICES (OR PROJECTS)**

There will be no impact on current County services or projects.


**CONCLUSION**

Enclosed are three copies of the Agreement. Upon approval by your Board, please return two copies of the Agreement marked ORIGINAL along with one adopted copy of this letter to Public Works for further processing and one adopted copy of this letter to the Chief Administrative Office (Capital Projects Division). The Agreement marked COUNTY ORIGINAL is for your files.

Respectfully submitted,



DONALD L. WOLFE  
Director of Public Works



DAVID E. JANSSEN  
Chief Administrative Officer

RLP:yr

C070627

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Enc. 3

cc: Auditor Controller  
County Counsel  
Office of Affirmative Action Compliance

**ENCLOSURE A**

**AGREEMENT**

(See Next Under)

A G R E E M E N T

THIS AGREEMENT, made and entered into by and between the CITY OF WEST COVINA, a municipal corporation in the County of Los Angeles, (hereinafter referred to as CITY), and the COUNTY OF LOS ANGELES, a political subdivision of the State of California, (hereinafter referred to as COUNTY):

W I T N E S S E T H

WHEREAS, Amar Road is on the Highway Element of CITY'S General Plan and on COUNTY'S Highway Plan; and

WHEREAS, CITY and COUNTY propose to construct raised medians, install landscaping and an irrigation system, restore pavement striping and markings, and construct a catch basin and connector pipe within the proposed raised medians on Amar Road from Aileron Avenue to Brentwood Drive, which work is hereinafter referred to as PROJECT; and

WHEREAS, PROJECT is within the geographical boundaries of CITY and COUNTY; and

WHEREAS, PROJECT is of general interest to CITY and COUNTY; and

WHEREAS, COUNTY is willing to perform or cause to perform the preliminary engineering, construction inspection and engineering, materials testing, construction survey, contract administration, and all other work necessary to construct PROJECT; and

WHEREAS, COUNTY proposes to perform ongoing maintenance for PROJECT at COUNTY'S expense; and

WHEREAS, a maintenance agreement for PROJECT, which details the terms, conditions, and obligations for maintenance of PROJECT, (hereinafter referred to as MAINTENANCE AGREEMENT), is attached hereto and made part of AGREEMENT as Exhibit A; and

WHEREAS, CITY and COUNTY are both willing to finance their respective shares of COST OF PROJECT (as defined below) for those portions of PROJECT within their JURISDICTION (as defined below); and

WHEREAS, COST OF PROJECT is currently estimated to be One Million Four Hundred Fifty-four Thousand and 00/100 Dollars (\$1,454,000.00), with CITY'S share being Two Hundred Twenty-seven Thousand and 00/100 Dollars (\$227,000.00) and COUNTY'S share being One Million Two Hundred Twenty-seven Thousand and 00/100 Dollars (\$1,227,000.00).

NOW, THEREFORE, in consideration of the mutual benefits to be derived by CITY and COUNTY and of the promises herein contained, it is hereby agreed as follows:

(1) DEFINITIONS:

- a. The term JURISDICTION, as referred to in this AGREEMENT, shall be defined as the area within the geographical boundary of each governmental entity mentioned in this AGREEMENT.
- b. The COST OF PROJECT, as referred to in this AGREEMENT, shall consist of the costs of preliminary engineering, construction contract, contract administration, construction inspection and engineering, materials testing, construction survey, utility relocation, traffic detour, final signing and striping, and all other work necessary to construct PROJECT in accordance with the approved plans and shall include currently effective percentages added to total salaries, wages, and equipment costs to cover overhead, administration, and depreciation in connection with any or all of the aforementioned items.
- c. The cost of preliminary engineering, as referred to in this AGREEMENT, shall consist of the costs of environmental documentation; design survey; traffic index and geometric investigation; soil testing; preparation of plans, specifications, and cost estimates; right-of-way certification; utility engineering; and all other necessary work prior to the award of the construction contract for PROJECT and shall include currently effective percentages added to total salaries, wages, and equipment costs to cover overhead, administration, and depreciation in connection with any and all of the aforementioned items.
- d. The cost of construction contract for PROJECT, as referred to in this AGREEMENT, shall consist of the total of payments to the construction contractor(s) for PROJECT, and the total of all payments to utility companies or contractor(s) for the relocation of facilities necessary for the construction of PROJECT.

(2) CITY AGREES:

- a. To finance CITY'S share of COST OF PROJECT, pursuant to paragraph (4) a., below, the actual amount of which is to be determined by a final accounting of PROJECT.
- b. To deposit with COUNTY, following the execution of this AGREEMENT and upon demand by COUNTY, sufficient CITY funds to finance its share of COST OF PROJECT, currently estimated to be Two Hundred Twenty-seven Thousand and 00/100 Dollars (\$227,000.00). Said demand shall consist of a billing invoice.

- c. To grant to COUNTY, at no cost to COUNTY, any temporary right of way or easements that CITY owns or has an easement for, that is necessary for the construction of PROJECT.
- d. Upon approval of construction plans for PROJECT, to issue COUNTY a no-fee permit(s) authorizing COUNTY to construct those portions of PROJECT within CITY'S JURISDICTION.
- e. To cooperate with COUNTY in conducting negotiations with and, where appropriate, issue notices to public utility organizations and owners of substructures and overhead facilities regarding the relocation, removal, operation, and maintenance of all surface and underground utilities and facilities, structures, and transportation services, which interfere with the proposed construction of PROJECT. Where utilities have been installed in CITY streets or on CITY property, CITY will provide the necessary right of way for the relocation of those utilities and facilities that interfere with the construction of PROJECT. CITY will take all necessary steps to grant, transfer, or assign to COUNTY all prior rights over utility companies and owners of substructures and overhead facilities when necessary to construct, complete, and maintain PROJECT or to appoint COUNTY as its attorney-in-fact to exercise such prior rights.
- f. To appoint COUNTY as CITY'S attorney-in-fact for the purpose of representing CITY in all negotiations pertaining to the advertisement of PROJECT for construction bids, award, and administration of the construction contract and in all things necessary and proper to complete PROJECT.
- g. To grant COUNTY permission to occupy and use the public streets in CITY to construct PROJECT.
- h. Upon completion of PROJECT, to maintain in good condition and at CITY'S sole expense all improvements constructed as part of PROJECT within CITY'S JURISDICTION except landscaping and the irrigation system.
- i. To adhere to the terms, conditions and obligations of MAINTENANCE AGREEMENT for PROJECT, attached hereto and made a part of this AGREEMENT as Exhibit A.



(3) COUNTY AGREES:

- a. To perform or cause to perform the preliminary engineering, construction inspection and engineering, materials testing, construction survey, contract administration and all other work necessary to complete PROJECT.
- b. To finance COUNTY'S share of COST OF PROJECT, pursuant to paragraph (4) a., below, the amount of which is to be determined by a final accounting of PROJECT costs.
- c. To obtain CITY'S approval of plans for PROJECT prior to advertising for construction bids.
- d. To advertise PROJECT for construction bids, to award and to administer the construction contract, to do all things necessary and proper to complete PROJECT, and to act on behalf of CITY in all negotiations pertaining thereto.
- e. To furnish CITY, within one hundred twenty (120) calendar days after final payment to contractor, a final accounting of the actual COST OF PROJECT including an itemization of actual unit costs and actual quantities for COST OF PROJECT.
- f. Upon completion of PROJECT, to maintain in good condition, and at COUNTY expense, all improvements constructed as part of PROJECT within COUNTY'S JURISDICTION.
- g. To adhere to the terms, conditions and obligations of MAINTENANCE AGREEMENT for landscaping and irrigation improvements, attached hereto and made a part of this AGREEMENT as Exhibit A.

(4) IT IS MUTUALLY UNDERSTOOD AND AGREED AS FOLLOWS:

- a. The final accounting of the actual total COST OF PROJECT shall allocate said total cost between CITY and COUNTY based on the location of the improvements and/or work done. Thus, the cost of all work or improvements (including all engineering, administration, and all other costs incidental to any such work or improvement), located within CITY'S JURISDICTION, shall be borne by CITY. Such costs constitute CITY'S share of the COST OF PROJECT. The cost of all work or improvements (including all engineering, administration, and all other costs incidental to any such work or improvement) located within COUNTY'S JURISDICTION, shall be borne by COUNTY. Such costs constitute COUNTY'S share of the COST OF PROJECT.
- b. If CITY'S deposit, as set forth in paragraph (2) b., above, is not delivered to COUNTY office, which is described on the billing invoice prepared by

COUNTY, prior to award of PROJECT, COUNTY may delay the award of PROJECT pending the receipt of CITY'S payment.

- c. If CITY'S share of COST OF PROJECT, based upon the final accounting, exceeds CITY'S deposit as set forth in paragraph (2) b., above, COUNTY shall make a demand for the additional amount and CITY shall either pay to COUNTY the additional amount or, if CITY disputes the additional amount demanded, follow the procedure set forth in paragraph (4) f., below, for dealing with discrepancies. Said demand will consist of a billing invoice prepared by COUNTY and delivered to CITY. Conversely, if CITY'S share of COST OF PROJECT, based on the final accounting, is less than CITY'S payment, COUNTY shall refund the difference to CITY within sixty (60) calendar days after completion of final accounting of the actual total COST OF PROJECT.
- d. If CITY'S final payment, as set forth in paragraph (4) c., above, is not delivered to COUNTY office, which is described on the billing invoice prepared by COUNTY and delivered to CITY, within sixty (60) calendar days after the date of delivery to CITY of said invoice, COUNTY is entitled to recover interest thereon beginning sixty (60) calendar days from the date of the invoice at the rate of interest specified in the General Services Agreement executed by the parties to this AGREEMENT currently in effect.
- e. If CITY'S final payment, as set forth in paragraph (4) c., above, is not delivered to COUNTY office, which is described on the billing invoice prepared by COUNTY and delivered to CITY, within sixty (60) calendar days after the date of delivery to CITY of said invoice, notwithstanding the provisions of Government Code, Section 907, COUNTY may satisfy such indebtedness, including interest thereon, from any funds of CITY on deposit with COUNTY after giving notice to CITY of COUNTY'S intention to do so.
- f. CITY shall review the final accounting invoice for the COST OF PROJECT prepared by COUNTY and delivered to CITY and report to COUNTY in writing any discrepancies within sixty (60) calendar days after the date of delivery to CITY of said invoice. Undisputed charges shall be deducted from CITY'S deposit. COUNTY shall review all disputed charges and submit a written justification to CITY detailing the basis for those charges within sixty (60) calendar days of receipt of CITY'S written report. CITY must submit justification to COUNTY for nonpayment within sixty (60) calendar days after the date of COUNTY'S written justification. If not, previously disputed charges shall then be deducted from CITY'S deposit and any remaining deposit shall be refunded to CITY within sixty (60) calendar days.

- g. COUNTY, at any time, may, at its sole discretion, designate an alternative payment mailing address and an alternative schedule for payment of CITY funds if applicable. CITY shall be notified of such changes by invoice.
- h. During construction of PROJECT, COUNTY shall furnish an inspector or other representative to perform the functions of an inspector. CITY may also furnish, at no cost to COUNTY, an inspector or other representative to inspect construction of PROJECT. Said inspectors shall cooperate and consult with each other, but the orders of COUNTY inspector to the contractors or any other person in charge of construction shall prevail and be final.
- i. This AGREEMENT may be amended or modified only by mutual written consent of COUNTY and CITY. Amendments and modifications of a nonmaterial nature may be made by the mutual written consent of the parties' Directors of Public Works or their delegates.
- j. Any correspondence, communication, or contact concerning this AGREEMENT shall be directed to the following:

CITY: Mr. Shannon Yauchzee  
Director of Public Works/City Engineer  
City of West Covina  
P.O. Box 1440  
West Covina, CA 91793-1440

COUNTY: Mr. Donald L. Wolfe  
Director of Public Works  
County of Los Angeles  
Department of Public Works  
P.O. Box 1460  
Alhambra, CA 91802-1460

- k. Neither COUNTY nor any officer or employee of COUNTY shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of CITY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of CITY under this AGREEMENT. It is also understood and agreed that, pursuant to Government Code, Section 895.4, CITY shall fully indemnify, defend, and hold COUNTY harmless from any liability imposed for injury (as defined by Government Code, Section 810.8) occurring by reason of any acts or omissions on the part of CITY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of CITY under this AGREEMENT.
- l. Neither CITY nor any officer or employee of CITY shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of COUNTY under or in connection with any work, authority, or

m. In contemplation of the provisions of Section 895.2 of the Government Code of the State of California imposing certain tort liability jointly upon public entities solely by reason of such entities being parties to an agreement (as defined in Section 895 of said Code), each of the parties hereto, pursuant to the authorization contained in Sections 895.4 and 895.6 of said Code, will assume the full liability imposed upon it or any of its officers, agents, or employees by law for injury caused by any act or omission occurring in the performance of this AGREEMENT to the same extent that such liability would be imposed in the absence of Section 895.2 of said Code. To achieve the above-stated purpose, each of the parties indemnifies and holds harmless the other party for any liability, cost, or expense that may be imposed upon such other party solely by virtue of said Section 895.2. The provisions of Section 2778 of the California Civil Code are made a part hereof as if incorporated herein.

n. It is understood and agreed that the provisions of Assumption of Liability Agreement No. 32391 between CITY and COUNTY, adopted by the Board of Supervisors on December 27, 1977, and currently in effect, are inapplicable to this AGREEMENT.

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IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by their respective officers, duly authorized, by the CITY OF WEST COVINA on \_\_\_\_\_, 2006, and by the COUNTY OF LOS ANGELES on \_\_\_\_\_, 2006.

COUNTY OF LOS ANGELES

ATTEST:

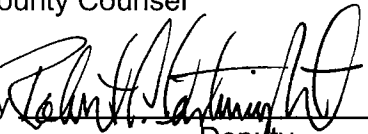
By \_\_\_\_\_  
Mayor, Los Angeles County

SACHI A. HAMAI  
Executive Officer of the  
Board of Supervisors of the  
County of Los Angeles


By \_\_\_\_\_  
Deputy

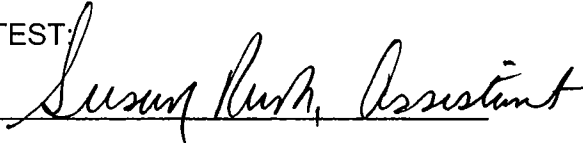
APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.  
County Counsel

By  \_\_\_\_\_  
Deputy

CITY OF WEST COVINA

By  \_\_\_\_\_  
Shannon A. Yauchzee  
Public Works Director/City Engineer

ATTEST:  
By  \_\_\_\_\_  
City Clerk

Approved as to form:

By /s/Arnold M. Alvarez-Glasman  
City Attorney

EXHIBIT A  
MAINTENANCE AGREEMENT

THIS MAINTENANCE AGREEMENT, made and entered into by and between the CITY OF WEST COVINA, a municipal corporation in the County of Los Angeles (hereinafter referred to as CITY), and the COUNTY OF LOS ANGELES, a political subdivision of the State of California, (hereinafter referred to as COUNTY):

WITNESSETH

WHEREAS, this MAINTENANCE AGREEMENT refers to CITY'S and COUNTY'S cooperative project to install landscaping and an irrigation system within the proposed raised medians on Amar Road from Aileron Avenue to Brentwood Drive, which work is hereinafter referred to as LANDSCAPING;

WHEREAS, COUNTY desires to provide MAINTENANCE for LANDSCAPING at COUNTY expense, as more fully set forth herein; and

NOW, THEREFORE, in consideration of the mutual benefits to be derived by CITY and COUNTY and of the promises herein contained, it is hereby agreed as follows:

(1) DEFINITIONS:

- a. The term MAINTENANCE, as referred to in this MAINTENANCE AGREEMENT, shall be:
  1. Provide and maintain all water and irrigation systems including utility costs for LANDSCAPING. Irrigation system will be maintained and operated to avoid slope damage, excessive water flooding, or spraying onto the pavement.
  2. Replace unhealthy or dead plantings as they are observed.
  3. Keep entire LANDSCAPING free of litter, debris, and deleterious material as practical.
  4. Control rodents and pests.
  5. Control weed growth before weeds exceed 12 inches in length. Any weed control performed by chemical weed sprays (pesticides) shall comply with all laws, rules, and regulations established by the California Department of Food and Agriculture.
  6. Maintain planting in such condition that they do not interfere with the free flow of traffic, including maintenance of adequate sight distances and visibility of signs, signals, and pedestrians.

7. Prune shrubs and tree plantings necessary to control extraneous growth. Trees shall be pruned using the highest professionally accepted standards in a manner that will encourage good development while preserving their health, structure, and natural appearance.
8. Adequately water and fertilize all plantings to maintain a healthy growth.

(2) CITY AGREES:

- a. To maintain all highway signs, paved drainage structures, and other nonlandscape highway appurtenances included in LANDSCAPING limits within CITY'S jurisdiction.

(3) COUNTY AGREES:

- a. To perform or cause to perform MAINTENANCE at COUNTY expense during the TERM OF MAINTENANCE AGREEMENT set forth in Section (6) of this MAINTENANCE AGREEMENT.
- b. COUNTY may contract with others for MAINTENANCE. COUNTY shall be solely responsible for all activities associated with MAINTENANCE, including third parties contracted by COUNTY. It is understood that the terms and conditions of this MAINTENANCE AGREEMENT, or any interest herein, or any portion hereof, shall not be assigned or delegated to third parties.
- c. That during MAINTENANCE, changes to LANDSCAPING affecting public safety or public convenience, or changes to LANDSCAPING design and specification, shall be approved by CITY in advance of performing work. Also, all major changes including removal, severe pruning (topping), or addition of either planting or irrigation shall be approved by CITY in advance of performing work. Unless otherwise directed by CITY'S representative, changes authorized will require an encroachment permit. Failure to notify CITY of such changes may result in the immediate removal of LANDSCAPING or portions of LANDSCAPING at COUNTY'S expense.

(4) IT IS MUTUALLY UNDERSTOOD AND AGREED AS FOLLOWS:

- a. Replacement of damaged LANDSCAPING resulting from accident, storm, neglect or other causes beyond the control of CITY are the responsibility of the COUNTY.
- b. That if for any reason MAINTENANCE by COUNTY does not meet minimum standards specified herein, CITY shall provide COUNTY with a written notice of COUNTY'S failure to perform MAINTENANCE at a reasonable level. COUNTY shall respond within thirty (30) calendar days of receipt of said notice. Said response shall describe the action to be taken by COUNTY to bring the affected areas back into compliance. In the event COUNTY does not provide such response and take any action to bring the affected areas back into compliance within ninety (90) calendar days of the original notice, COUNTY will reimburse CITY for all costs incurred by CITY forces for all MAINTENANCE and/or removal of LANDSCAPING and paving over or otherwise restore the area to a condition satisfactory to CITY. Said demand will consist of a billing invoice prepared by CITY.
- c. Various future CITY projects may be implemented, which will require removal and/or modification to all or a portion of LANDSCAPING. Any replacement landscaping including irrigation facilities will be CITY'S responsibility. CITY will obtain COUNTY'S approval of plans prior to any removal and/or modification to all or a portion of LANDSCAPING. Upon completion of work, which affects the limits of maintenance, an amendment to this MAINTENANCE AGREEMENT will be prepared and delivered to COUNTY for review. The limits of the amended MAINTENANCE AGREEMENT will supersede the limits of this AGREEMENT.

(5) LEGAL RELATIONS AND RESPONSIBILITIES:

- a. Nothing in this provision of this MAINTENANCE AGREEMENT is intended to create duties or obligations to or rights in third parties not parties to this MAINTENANCE AGREEMENT, or affects the legal liability of either party by imposing any standard of care respecting the design, construction, and maintenance of CITY highway right of way different from the standard of care imposed by law.
- b. It is understood and agreed that neither COUNTY, nor any officer or employee thereof is responsible for any damage or liability occurring by reason of anything done or omitted to be done by CITY under or in connection with any work performed by CITY under this MAINTENANCE AGREEMENT. It is further understood and agreed that, pursuant to Government Code Section 895.4, CITY shall defend, indemnify and hold harmless the COUNTY, and all of its officers and employees from all claims, suits, or actions of every name, kind and description brought for or



on account of injuries (as defined in Government Code Section 810.8) to or death of any person or damage to property resulting from anything done or omitted to be done by CITY under or in connection with any work performed by CITY under this MAINTENANCE AGREEMENT. CITY waives any and all rights to any type of express, implied and comparative indemnity against COUNTY, its officers and employees arising from any work performed by CITY under this MAINTENANCE AGREEMENT.

- c. It is understood and agreed that neither CITY, nor any officer or employee thereof is responsible for any damage or liability occurring by reason of anything done or omitted to be done by COUNTY under or in connection with any work performed by COUNTY under this MAINTENANCE AGREEMENT. It is further understood and agreed that, pursuant to Government Code Section 895.4, COUNTY shall defend, indemnify and hold harmless the CITY, and all of its officers and employees from all claims, suits, or actions of every name, kind and description brought for or on account of injuries (as defined in Government Code Section 810.8) to or death of any person or damage to property resulting from anything done or omitted to be done by COUNTY under or in connection with any work performed by COUNTY under this MAINTENANCE AGREEMENT. COUNTY waives any and all rights to any type of express, implied and comparative indemnity against CITY, its officers and employees arising from any work performed by COUNTY under this MAINTENANCE AGREEMENT.
- d. Upon termination of this MAINTENANCE AGREEMENT, ownership and title to all materials, equipment, and appurtenances installed inside CITY'S right of way will automatically be vested in CITY. Those materials and equipment installed outside of the CITY'S right of way will automatically and immediately be vested in COUNTY, and no further MAINTENANCE AGREEMENT will be necessary to transfer ownership.

(6) TERM OF MAINTENANCE AGREEMENT

- a. This MAINTENANCE AGREEMENT shall become effective upon execution by both parties and shall remain in full force for one year, which term shall automatically renew for successive one-year periods unless it is requested in writing by either party to terminate this MAINTENANCE AGREEMENT. Such request for termination must be given to the other party not sooner than nine months prior, but not later than six months prior to the expiration of any such one-year period.

**ENCLOSURE B**

**APPROPRIATION ADJUSTMENT**

(See Next Under)

**REQUEST FOR APPROPRIATION ADJUSTMENT**  
**CHIEF ADMINISTRATIVE OFFICE**

NO. 690

February 27, 2007

AUDITOR-CONTROLLER.

THE FOLLOWING APPROPRIATION ADJUSTMENT IS DEEMED NECESSARY BY THIS DEPARTMENT. WILL YOU PLEASE REPORT AS TO  
 ACCOUNTING AND AVAILABLE BALANCES AND FORWARD TO THE CHIEF ADMINISTRATIVE OFFICER FOR HIS RECOMMENDATION OR  
 ACTION.

ADJUSTMENT REQUESTED AND REASONS THEREFOR

**3 ~~1~~-VOTE BUDGET ADJUSTMENT**  
**FISCAL YEAR 2006-07**

SOURCES

Various 1st District Roads  
 Various Roads - Median Landscaping  
 Fixed Assets - Building and Improvements  
 A01 - CP - 65050 - 77500 - 6014 - \$192,000  
 Decrease Appropriation

USES

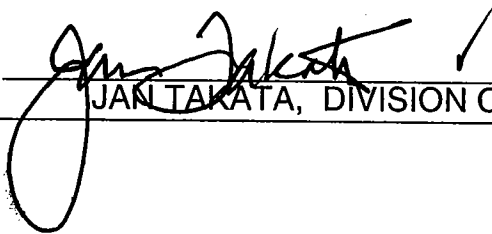
Various 1st District Roads  
 Rfurb - Streetscape  
 Fixed Assets - Building and Improvements  
 A01 - CP - 65099 - 86828 - 6014 - \$192,000  
 Increase Appropriation

JUSTIFICATION

This adjustment is necessary to provide sufficient appropriation in Fixed Assets - Building and Improvements to cover the cost to construct raised medians, install landscaping, restore pavement striping and markings on Amar Road from Aileron Avenue to Brentwood Drive project.

(Control No. 07-01)

CHIEF ADMINISTRATIVE OFFICER'S REPORT

  
 JAN TAKATA, DIVISION CHIEF

 REFERRED TO THE CHIEF  
 ADMINISTRATIVE OFFICER FOR—

ACTION

APPROVED AS REQUESTED

AS REVISED

RECOMMENDATION

CHIEF ADMINISTRATIVE OFFICER

AUDITOR-CONTROLLER

BY

 APPROVED (AS REVISED):  
 BOARD OF SUPERVISORS

NO. 185

03-07-07

BY

DEPUTY COUNTY CLERK

**ENCLOSURE C**

**AMAR ROAD FROM AILERON AVENUE TO BRENTWOOD DRIVE  
MEDIAN LANDSCAPING IMPROVEMENT  
AUTHORIZE APPROPRIATION ADJUSTMENT AND APPROVE  
PROJECT I.D. NO. RDC0014815; C.P. NO. 86828  
SUPERVISORIAL DISTRICTS 1 AND 5 – 3 VOTES**

**I. PROJECT SCHEDULE**

<b>Project Activity</b>	<b>Scheduled Completion Date</b>
Project Needs Assessment	N/A
Project Feasibility	N/A
Project Program Validation	N/A
Design	11/08/06*
Construction Contract Award	5/29/07
Construction Field Acceptance Final Acceptance	5/30/08 7/29/08

\*Actual completion date.

**PROJECT BUDGET SUMMARY**

<b>Budget Category</b>	<b>Proposed Total Project Budget</b>	<b>Proposed CP 86828 Budget</b>	<b>Proposed Road Fund Budget</b>
Land Acquisition	N/A	N/A	N/A
Construction			
(a) Construction	\$953,000	\$953,000	N/A
(b) Change Orders	\$95,300	\$95,300	N/A
Equipment	N/A	N/A	N/A
Plans and Specifications	N/A	N/A	N/A
Consultant Services	N/A	N/A	N/A
Miscellaneous Expenditures	N/A	N/A	N/A
Jurisdictional Review and Plan Check	N/A	N/A	N/A
County Services	\$405,700	\$143,700	\$262,000
TOTAL	\$1,454,000	\$1,192,000	\$262,000